

A.G. CONTRACT NO. KR-88-0209-TRD

ECS FILE: IGA-87-56

PROJECT: IR-40-4(127)PE, -4(128)C
SECTION: Butler Avenue T.I.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

THIS AGREEMENT entered into this 1st day of March, 1988, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State"; and the CITY OF FLAGSTAFF, acting by and through its City Council, hereinafter called "City".

WHEREAS, State is empowered by Sections 11-952 and 28-108 Arizona Revised Statutes to enter into this agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement, and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

WHEREAS, City is empowered by Sections 48-572 Arizona Revised Statutes and Flagstaff City Charter Article I, Section 3, to enter into this agreement and acting by and through its City Council has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State desires to improve the safety of the public traveling the state roadway system, and desires to construct improvements to the Butler Avenue Traffic Interchange at Interstate 40; and

WHEREAS, City desires to relocate City utilities in conflict with the proposed interchange improvements for Butler Avenue Traffic Interchange; and

FILED WITH SECRETARY OF STATE

NO. 10781

Date Filed 3-2-88


Acting SECRETARY OF STATE

WHEREAS, the cost to relocate City utilities between engineer's station 0 + 46 and 23 + 00, including two 8" water lines, one 24" water line and one 8" sanitary sewer line, is estimated to be TWO HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$248,700) as detailed on Exhibit A attached hereto and made a part hereof, and City agrees to bear the cost for said utility improvements, including all cost related to construction change orders, delays, or valid claims for extra compensation made by the contractor related to said utility construction.

THEREFORE, the parties hereto agree as follows:

STATE SHALL:

1. Prepare plans for the construction of roadway improvements to the Butler Avenue Traffic Interchange at Interstate 40.
2. Include in the project improvements, plans prepared by City for relocation of utilities in conflict with the proposed interchange improvements for Butler Avenue Traffic Interchange.
3. Contract for construction of the roadway improvements and said City-requested utility relocations, supervise construction to include inspection and administration of the project utility work in accordance with the contracts documents, make all payments to the contractor, and approve and accept the new facilities.
4. Within 10 days of receipt of the monthly pay estimate from the construction contractor for the Butler Avenue Traffic Interchange, submit to City a copy of the contractor's monthly pay estimate, a detailed breakdown of utility construction costs, and an itemized bill for said costs plus 15% for engineering and administrative costs.

CITY SHALL:

1. Contract with the firm of Burgess and Niple, State's Design Consultant for the preparation of plans for the Butler Avenue Traffic Interchange improvements, to prepare plans for construction of said utility improvements.
2. Ensure through City/Burgess and Niple contract that billing between City and Burgess and Niple is kept separate and complete from the State/Burgess and Niple contract and that design personnel other than those assigned to prepare plans for the Butler Avenue Traffic Interchange are utilized to prepare plans for said utility improvements.
3. Ensure through the contract with Burgess and Niple that City and Burgess and Niple do not place themselves in a position of conflict of interest with respect to the State/Burgess and Niple contract and that all potential conflicts of interest are brought to the attention of State in a timely manner for resolution.

4. Obtain all clearances from utility companies and be responsible for damage to any utility line associated with said utility improvements requested by City.

5. Deposit in an escrow account among State, City and a mutually agreeable Bank cash in the amount equal to the construction contractor's estimated cost for construction of said utility improvements plus 15% of the estimated construction cost for engineering and administrative costs. Said deposit shall be made prior to award of the construction contract by the State Transportation Board for said utility improvements and roadway improvements for Butler Avenue Traffic Interchange and shall accrue interest for City.

6. Through the escrow account, ensure the transfer funds to State in the amount equal to the bill submitted by State for the actual construction costs for said utility improvements plus 15% of the actual construction costs for engineering and administrative costs. Said transfer shall be made by City within ten days after receipt of bill from State.

7. In addition to all costs as heretofore mentioned, pay all reasonable costs related to construction change orders, delays, or claims for extra compensation made by the contractor for said utility improvements.

8. Upon completion of construction, retain maintenance responsibilities for said utility improvements.

THE PARTIES MUTUALLY AGREE AS FOLLOW:

State may draw the monthly pay estimate amount from the escrow account deposited by City in the event City fails to transfer such funds in a timely manner as provided herein.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be canceled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided however, agreements herein relating to maintenance shall be in perpetuity.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Both parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Arizona Revised Statutes 35-214 are applicable to this contract.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

Attached hereto and incorporated herein by reference is a copy of State's Resolution authorizing entry into this agreement, a copy of City's Resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of this State to enter into this agreement and said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

BY: Robert L Meedy
TITLE: Mayor

BY: W.O. Ford
W.O. Ford
State Engineer

ATTEST: Linda Butler

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EXHIBIT A

to

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF FLAGSTAFF

Utilities Relocation Requested by City

Item No.	Description	Unit	Quantity	Unit Price	Amount
8080222	Gate Valve (8")	EA.	1	\$500/EA.	\$ 500
8080272	Valve (8") (With Tapping)	EA.	1	\$1800/EA.	1,800
8080397	Pipe (PVC) (8") (SDR 35)	L.F.	234	\$30/L.F.	7,020
8080605	Service Tie-Over (3/4")	EA.	1	\$350/EA.	350
8080609	Service Tie-Over (1")	EA.	2	\$400/EA.	800
8080626	Remove and Salvage Water Line (24")	L.F.	161	\$15/L.F.	2,415
8080627	Reconstruct Water Service	EA.	2	\$200/EA.	400
8080629	Adjust Water Line	L.F.	85	\$140/L.F.	11,900
8080638	Relocate Water Meter	EA.	1	\$500/EA.	500
8080639	Relocate Water Main	L.S.	1	\$3000/L.S.	3,000
8080708	Encased Pipe (8")	L.F.	42	\$50/L.F.	2,100
8080724	Encased Pipe (24")	L.F.	13	\$100/L.F.	1,300
8081151	Water Line (Cut and Plug)	EA.	2	\$800/EA.	1,600

Item No.	Description	Unit	Quantity	Unit Price	Amount
8081422	Pipe, Ductile Iron (8") (Class 50)	L.F.	40	\$50/L.F.	2,000
8081471	Pipe, Ductile Iron (24") (Class 50)	L.F.	1751	\$100/L.F.	175,100
8084024	Butterfly Valve (24")	EA.	1	\$5000/EA.	5,000
8091111	Manhole (Sanitary Sewer) (4' Diameter)	EA.	3	\$2500/EA.	<u>7,500</u>
	Subtotal				\$ 223,285
	15% Engineering and Administrative Costs				<u>33,495</u>
	TOTAL				\$ 256,780

EXHIBIT "B"

APPROVAL OF THE CITY ATTORNEY

Re: IGA for the City to Repay the State for the Cost of the State's Construction of the Butler Avenue Waterline and Related Facilities as a Part of the State's Improvement of the Butler Avenue Traffic Interchange Under State Project IR-40-4(127)PE,-4(128)C.

I hereby state that I have reviewed the proposed Inter-governmental Agreement (Project IR-40-4(127) PE,-4(128)C) between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the CITY OF FLAGSTAFF and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the STATE OF ARIZONA.

DATED this 15th day of February, 1988.

JOSEPH R. BERTOLDO
CITY ATTORNEY
CITY OF FLAGSTAFF

By: 

PROJECT: IR-40-4(127)PE, -4(128)C

SECTION: Butler Avenue T.I.

RESOLUTION

BE IT RESOLVED on this 5th day of October, 1987, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Agreement with the City of Flagstaff for relocation of sewer and water utilities in conjunction with construction of improvements to the Butler Avenue Traffic Interchange at Interstate 40.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles Miller, Director
Arizona Department of Transportation

RESOLUTION NO. 1532

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE CITY TO REPAY THE STATE FOR THE COST OF THE STATE'S CONSTRUCTION OF THE BUTLER AVENUE WATERLINE AND RELATED FACILITIES AS A PART OF THE STATE'S IMPROVEMENT OF THE BUTLER AVENUE TRAFFIC INTERCHANGE UNDER STATE PROJECT IR-40-4(127)PE,-4(128)C.

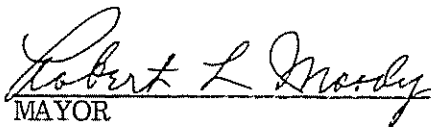
WHEREAS, the City of Flagstaff recognizes the importance of an adequate infrastructure system, including the construction of waterlines and related improvements; and

WHEREAS, the City of Flagstaff recognizes and appreciates the assistance provided by the Arizona Department of Transportation toward that end, specifically in the construction of a waterline and relocation of related City owned utilities located in State of Arizona right-of-way along Butler Avenue from Sta. 0+46 approximately 350 feet west of the intersection with Lucky Lane, to Sta. 23+00 approximately 1,900 feet east of the intersection with Lucky Lane.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:


SECTION 1: The Council of the City of Flagstaff, pursuant to Article I, Section 3, of the Flagstaff City Charter, does hereby approve the Intergovernmental Agreement with the Arizona Department of Transportation regarding the construction of a waterline and related facilities on Butler Avenue (ESC File IGA-87-56; Project IR-40-4(127)PE,-4(128)C). Mayor Robert L. Moody is authorized to execute this agreement on behalf of the City of Flagstaff.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 16th day of February, 1988.



MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR-88-0209-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of March, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division